



**COUNTY OF FLUVANNA, VIRGINIA**  
**(IFB) #2021-02**  
**WELL REHABILITATION**

**ADDENDUM # 1:**

Reference – Invitation for Bid: IFB #2021-02  
Title of Request for Proposal: FLUVANNA COUNTY – BASEMENT RENOVATION  
Issue Date: August 3, 2021  
Original Bid Due Date and Time: August 5, 2021 at 2 pm  
Bid Due Date and Time: August 16, 2021 at 2pm (as revised by this Addendum #1)

The above IFB #2020-01 is hereby amended and modified as follows:

1. Page 1 shall be changed to require that:
  - a. All sealed bids shall be turned in no later than August 16, 2021, at 2:00 p.m. EST.
2. The "Due Date" on page 1 and in Section 4(A)(iv) shall be revised to be no later than August 16, 2021, at 2:00 p.m. EST.
3. Alternate Bid: Please provide two bid alternatives in your response: (i) first a bid for the work on the Project described in the IFB if the County **does not** elect to use Federal funding to pay for the work on the Project; and (ii) **an alternate bid for the work on the Project described in the IFB if the County uses Federal Funds**, such as funds from the American Rescue Plan Act of 2021, to pay for the work on the Project, subject to the additional terms and conditions and as described below in 3(a) and 3(b):
  - a. There is a possibility that the County may use funding from the federal government for this project, specifically funding received under the American Rescue Plan Act of 2021. If the County applies federal funding, then all applicable law will apply including the Davis Bacon Act and related acts and other applicable law (collectively "DBRA") will apply to the work on this Project. In such event, the Contractor shall conform to all requirements of the Davis Bacon Act, including, without limitation, all Davis-Bacon prevailing wage requirements in place at the time the Contract is executed. The Copeland "Anti-Kickback" Act would also apply and the Contractor shall conform to all requirements thereof. Contractors on projects subject to DBRA labor standards may also be subject to additional prevailing wage and overtime pay requirements under Virginia and local laws, and the Contractor shall investigate the same and ensure compliance with all applicable laws. Also, overtime work pay requirements under Contract Work Hours and Safety Standards Act and the Fair Labor Standards Act may apply to work, and if applicable, the Contractor shall comply therewith. If the County uses any federal funding to pay for the work on the Project, then the Project is subject to Davis Bacon wages scales as determined by the Contract date which must be incorporated into any resulting Contract by reference as a material provision thereof. By submitting its Bid, Contractor certifies that it is not currently under suspension or debarment by the Commonwealth of Virginia, any other state, or the federal government.
  - b. In the event that the County elects to proceed with the Project using federal funding as described in 3(a) supra, the following additional contract provisions will be required in any resulting contract awarded under this IFB:

***AMERICAN RESCUE PLAN ACT OF 2021 FUNDING:***

- i. *WHEREAS, the COVID-19 pandemic has spread worldwide, causing significant illness, loss of life, and economic disruption around the world;*
- ii. *WHEREAS, the federal government passed the American Rescue Plan Act (the "Act"), which provides funding for various programs including some to address the effects of the COVID-19 pandemic;*
- iii. *WHEREAS, part of the Act gives monetary assistance to state and local governments;*
- iv. *WHEREAS, subject to other requirements of the Act and applicable law, a local government may use funds provided to it under the Act to cover costs of the local government no later than December 31, 2024 to: (A) to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; (B) to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the metropolitan city, nonentitlement unit of local government, or county that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;(C) for the provision of government services to the extent of the reduction in revenue of such metropolitan city, nonentitlement unit of local government, or county due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the metropolitan city, nonentitlement unit of local government, or county prior to the emergency; or (D) to make necessary investments in water, sewer, or broadband infrastructure.*
- v. *WHEREAS, the County may use funds it receives under the Act to pay for all or part of the Work on this Project Agreement and to the extent the County uses funds it received under the Act the Contractor shall meet requirements of applicable law including without limitation the Davis Bacon Wage Act, the Copeland "Anti-Kickback" Act, Contract Work Hours and Safety Standards Act and the Fair Labor Standards Act, related to the expenditure of such funds including without limitation all wage requirements, and details required in any invoicing, reporting, and documentation;*
- vi. *Therefore, the parties agree:*
  - 1. *The following recitations are a material part of this Project Agreement;*
  - 2. *The Contractor shall conform all work on the Project and all invoicing related thereto, to any requirements of the Act and other applicable law;*
  - 3. *The County is using funds provided under the Act to pay for the work on this Project provided for under this Contract, and the Contractor understands the same and agrees to comply with all Act Requirements in providing the Services and in all matters relating to this Agreement. Notwithstanding any provisions to the contrary contained in this Contract, the County will not pay for any work on the Project, or portion thereof, not completed on or prior to December 31, 2024, under any circumstances; however this shall not change any earlier completion date(s) required by this Contract Further, notwithstanding any other provision of this Agreement, the Contractor agrees that COVID-19 is not a force majeure or similar excuse for any default by or delay of Contractor under this Contract;*
  - 4. *The work on the Project must be done in compliance with Applicable Law, Act requirements, and to Pandemic Standards (each as defined herein) and as otherwise required by this Contract;*
  - 5. *"Pandemic Standards" means consistent with the following: (i) Federal, OHSA, and Center for Disease Control regulations, laws, orders, rules, requirements, best practices, mandatory quarantines, mandatory shut-downs, and guidance as issued related to COVID-19, pandemics, or safety, and specifically, but without limitation, those guidelines relating to businesses, businesses in shared buildings, social*

*distancing, hand-washing, and cleaning; and (ii) Commonwealth of Virginia, Virginia Department of Labor, and Virginia Department of Health regulations, laws, orders, rules, requirements, best practices, mandatory quarantines, mandatory shut-downs, and guidance as issued related to COVID-19, pandemics, or safety, and specifically, but without limitation, those guidelines relating to businesses, businesses in shared buildings, social distancing, hand-washing, and cleaning;*

6. *"Applicable Law(s)" means all applicable Federal, Commonwealth of Virginia or local laws, ordinances, statutes, rules, regulations, standards, or similar criteria, including without limitation the Act, Davis Bacon Wage Act, the Copeland "Anti-Kickback" Act, Contract Work Hours and Safety Standards Act and the Fair Labor Standards Act; and*
  7. *Contractor shall, at his/her/their own expense, be solely responsible for protecting its employees, sub-contractors, material suppliers, and all other persons from risk of death, injury or bodily harm arising from or in any way related to the Services or the site where it is being performed ("Work Site"). In addition, Contractor agrees to act in accordance with the rules and regulations administered by Applicable Law, including and without limitation, federal law, State and local law, the Act and CDC and the Virginia Department of Health guidance related to COVID-19 and OSHA. Contractor shall be solely responsible and liable for any penalties, fines, or fees incurred. Upon notice to the Contractor, the County may require that the Contractor's workers and sub-contractors wear masks at any Work-Site.*
4. If there is no difference in price for the alternative described in 3 supra, then the Bid shall clearly indicate the same.
  5. Pre-bid sign in sheet is attached.

**Note: A signed acknowledgment of this addendum must be received at the location indicated on the IFB either prior to the bid due date and hour or attached to your bid. Signature on this addendum does not substitute for your signature on the original bid document. The original bid document must be signed.**

Very truly yours,

Cyndi Toler, Purchasing Officer  
Fluvanna County, Virginia  
132 Main Street  
Palmyra, VA 22963  
(434) 591-1930

Name of Firm: \_\_\_\_\_

BY: \_\_\_\_\_

Signature of duly authorized representative

Title: \_\_\_\_\_

Date: \_\_\_\_\_

[illegible]